

EXHIBIT A

JOINT STIPULATION OF SETTLEMENT AND RELEASE

This Joint Stipulation of Settlement and Release (the “Agreement”) is entered into between Pranav Bhattacharya and Navaneetha Koothapillai (the “Named Plaintiffs”), on behalf of themselves and on behalf of a collective group of similarly situated individuals, on the one hand, and Capgemini North America, Inc., Capgemini Financial Services USA, Inc. and Peter Kornowske (“Capgemini” or “Defendants”), on the other hand.

Capgemini and the Named Plaintiffs (collectively, the “Settling Parties”) agree to do all things and procedures reasonably necessary and appropriate to obtain approval of this Agreement in consideration for: (a) payment by Capgemini of the consideration expressed in this Agreement subject to the terms, conditions and limitations of this Agreement; (b) the release and dismissal with prejudice of all claims as set forth in this Agreement; and (c) other valuable consideration as set forth in this Agreement. This Agreement is entered into voluntarily by the Settling Parties for settlement purposes only.

RECITALS

WHEREAS, on August 5, 2016, the Named Plaintiffs filed a Class Action Complaint in the United States District Court for the Northern District of Illinois on behalf of themselves and the now certified Classes of participants, asserting claims against Defendants under the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1132 *et seq.* (“ERISA”), based on the alleged failure to provide requisite information regarding Plaintiffs’ health insurance benefits and alleged failure to provide election notice and continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”); and

WHEREAS, on December 4, 2016, the Court granted in part and denied in part Defendants’ Motion to Dismiss (Dkt. 28); and

WHEREAS, the Parties conducted extensive written discovery as well as the depositions of both Named Plaintiffs, individual Defendant and former Plan Administrator Peter Kornowske and Defendants' three other corporate witnesses; and

WHEREAS, Defendants filed a Motion for Summary Judgment on September 22, 2017 (Dkt. 57); and

WHEREAS, Plaintiffs filed their Cross Motion and Memorandum in Support of Summary Judgment, and Opposition to Defendants' Motion for Summary Judgment on October 27, 2017 (Dkt. 68); and

WHEREAS, on March 14, 2018, the court granted Plaintiffs' Motion for Class Certification and certified the following two classes:

- i. All current and former Indian national employees who elected coverage under Defendants' Group Health Plan, together with their spouses, from August 8, 2014 to the date of judgment in this action, who were not provided written notice of their COBRA rights at the time of commencement of coverage under the plan;
- ii. All current and former Indian national employees who elected coverage under Defendants' Group Health Plan, together with their spouses and their covered dependents and who were not provided notice of COBRA continuation coverage upon loss of coverage under Capgemini FS's Group Health Plan as a result of a "transfer" from Capgemini FS to Capgemini India from August 8, 2014 to the date of judgment in this action.

(Dkt. 84); and,

WHEREAS, Named Plaintiffs and Capgemini agreed to engage in discussions regarding the possibility of a voluntary resolution of the asserted ERISA and COBRA claims at issue; and

WHEREAS, on April 17, 2018, the Settling Parties participated in a mediation of this matter with experienced JAMS mediator Hon. Morton Denlow (Ret.), and through continued discussions, subsequently reached an accord resulting in this Agreement; and

WHEREAS, the Settling Parties agreed to settle and resolve any and all claims that could be asserted in the Litigation pursuant to the terms of this Agreement, in order to avoid the burden, expense, risks and uncertainty of litigation; and

WHEREAS, the terms of this Agreement were negotiated in good faith and at arm's length by the Parties' respective counsel, and reflect a settlement that was reached voluntarily after consultation with competent counsel; and

WHEREAS, the purpose of this Agreement is to settle fully and finally all Released Claims (as hereinafter defined) that the Named Plaintiffs and any Class Members (as hereinafter defined) who have not opted out of the Litigation (as hereinafter defined) may have against Capgemini; and

WHEREAS, the Parties believe that the terms of this Agreement are fair, reasonable, and adequate to the Settlement Class as a whole, that this Agreement provides substantial benefits to the Settlement Class and that the settlement of this Litigation on the terms set forth in this Agreement is in the best interests of the Settlement Class and Class Members; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, and intending to be legally bound, the Settling Parties hereto agree to a full and complete settlement of the Litigation and release of claims on the following terms and conditions:

I. DEFINITIONS

- A. "Agreement" means this Joint Stipulation of Settlement and Release.
- B. "Applicable Class Period" means the period of time between August 8, 2014 and September 19, 2016.

C. “Attorneys’ Fees” means the attorneys’ fees payable to Plaintiffs’ Counsel in connection with the Litigation, which the Court approves.

D. “Class Members” means:

- i. All current and former Indian national employees who elected coverage under Defendants’ Group Health Plan, together with their spouses, from August 8, 2014 to September 19, 2016, who were not provided written notice of their COBRA rights at the time of commencement of coverage under the plan (**Settlement Class 1**);
- ii. All current and former Indian national employees who elected coverage under Defendants’ Group Health Plan, together with their spouses and their covered dependents, and who were not provided notice of COBRA continuation coverage upon loss of coverage under Capgemini FS’s Group Health Plan as a result of a “transfer” from Capgemini FS to Capgemini India from August 8, 2014 to September 19, 2016 (**Settlement Class 2**); and
- iii. All current and former Indian national employees who elected coverage under Defendants’ Group Health Plan, together with their spouses and their covered dependents, and who were not provided notice of COBRA continuation coverage upon loss of coverage under Capgemini FS’s Group Health Plan as a result of a “transfer” from Capgemini FS to Capgemini India from August 8, 2014 to September 19, 2016, and who did not return to India as a result of such “transfer” (**Settlement Class 3**).

E. “Court” means the United States District Court for the Northern District of Illinois, Eastern Division, assigned to the Litigation.

F. “Effective Date” means the first business day after the last day of the period for appeal of the Final Judgment, or if an appeal has been filed, the date on which the appeal is final. The Parties agree to waive all rights to appeal upon entry of Final Judgment. Notwithstanding the foregoing, where the Final Judgment entered by the Court grants full relief sought by the Parties in the absence of any objection, the Effective Date shall be the first business day after the date of the Final Judgment.

G. “Final Approval Hearing” means the hearing contemplated by the Parties at which the Court will grant final approval of the settlement and make such other final rulings as are contemplated by this Settlement Agreement.

H. “Final Approval Order” means the Court’s order granting final approval of this Settlement Agreement on the terms provided herein, or as those terms may be modified by subsequent written agreement of the Parties, and dismissing the Litigation without prejudice, which shall convert to with prejudice forty-five (45) days following the entry of the Final Approval Order.

I. “Final Judgment” refers to the judgment entered by the Court in conjunction with the Final Approval Order dismissing with prejudice the Litigation in its entirety. The Parties shall submit an order of Final Judgment setting forth the terms of this Settlement Agreement, by incorporation or otherwise, for execution and entry by the Court at the time of the Final Approval Hearing or at such other time as the Court deems appropriate.

J. “Gross Settlement Fund” means the maximum amount of Nine Hundred and Ninety Thousand Dollars (\$990,000.00) that Capgemini shall pay to settle the Litigation, including all Settlement Awards, Service Payments, Attorneys’ Fees, Litigation Costs, and Settlement Administration Costs.

K. “Litigation” means the civil action filed by Plaintiffs in the United States District Court for the Northern District of Illinois, Eastern Division entitled *Bhattacharya, et al. v. Capgemini North America, Inc. et al.*, Case No. 16-cv-7950.

L. “Litigation Costs” means the reasonable costs and expenses incurred by Plaintiffs’ Counsel in connection with the Litigation.

M. “Mediator” means JAMS mediator Hon. Morton Denlow (Ret.).

N. “Named Plaintiffs” means Pranav Bhattacharya and Navaneetha Koothapillai.

O. “Net Settlement Fund” means the remainder of the Gross Settlement Fund after deductions for: (i) Service Payments awarded by the Court; (ii) Attorneys’ Fees awarded by the Court; (iii) Litigation Costs awarded by the Court; and (iv) Settlement Administration Costs.

P. “Notice of Settlement” means the notice of class action settlement (attached hereto as Exhibit A) that will be directed to all Class Members who have not submitted an opt-out form. The Notice of Settlement will provide a summary of the Litigation, a summary of the Settlement Agreement, the Class Member’s Settlement Award amount, and information on the scope of release pertaining to all Class Members.

Q. “Notice Addendum A” refers to the addendum to the Notice of Settlement directed to all Class Members affording the opportunity to opt-out of the settlement and shall be substantially in the form of Exhibit B, attached hereto.

R. “Plaintiffs’ Counsel” means Stephan Zouras, LLP.

S. “Preliminary Approval Order” refers to the Court’s order pursuant to Rule 23 of the Federal Rules of Civil Procedure preliminarily approving the terms and conditions of this Settlement Agreement, or as those terms may be modified by subsequent mutual written agreement of the Parties.

T. “Released Claims” means all applicable claims for statutory penalties, damages and all other relief under ERISA and/or COBRA, as set forth in Plaintiffs’ Complaint, arising on or before September 19, 2016.

U. “Released Parties” means Capgemini North America, Inc., Capgemini Financial Services USA, Inc. and Peter Kornowske, including their former and present officers, directors,

employees, attorneys, insurers, benefit plans, predecessors, successors, parents, subsidiaries, members and corporate affiliates.

V. “Service Payments” means the amount to be paid to each of the Named Plaintiffs as payment for a general release of their claims against the Released Parties and their efforts for the benefit of all Class Members, including assisting Plaintiffs’ Counsel with the prosecution of the Litigation, and which are approved by the Court.

W. “Settlement Administration Costs” means all fees, expenses, and costs of the Settlement Administrator related directly or indirectly to its duties under this Agreement, including but not limited to all fees, expenses, and costs in connection with the Settlement Fund, and those duties related to check cutting and mailing, reports to counsel, legal and accounting advice relating to the establishment of the Qualified Settlement Fund, tax treatment and tax reporting of awards, preparation of tax returns (and the taxes associated with such tax returns), all costs of redistribution, if any, and any other related duties.

X. “Settlement Administrator” means Rust Consulting, Inc.

Y. “Settlement Award” means the amount of each class member’s portion of the Net Settlement Fund, which Plaintiffs’ Counsel calculates pursuant to the allocation method set forth in this Agreement.

Z. “Settlement Fund” means a “Qualified Settlement Fund” as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq., to be established by the Settlement Administrator, titled “Capgemini Settlement Fund,” and into which Capgemini will deposit the Gross Settlement Fund.

AA. “Settlement Fund Taxes” means all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, if any, including

any taxes or tax detriments that may be imposed on Capgemini with respect to income earned for any period during which the Settlement Fund does not qualify as a Qualified Settlement Fund for federal and state income tax purposes.

BB. “Settlement Fund Tax Expenses” means expenses and costs incurred in connection with the operation and implementation of the Settlement Fund (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any returns described herein or otherwise required to be filed pursuant to applicable authorities).

CC. “Settlement Packet” means (i) the Notice of Settlement and (ii) the Notice Addendum A that will be mailed to the Class Members

II. REPRESENTATIONS AND CONDITIONS OF SETTLEMENT

A. **Identity of Class Members.** As part of the discovery in this case, Defendants provided Class Counsel with information and data identifying the names of 613 individuals who are part of Class 1 (Exhibit C); 295 individuals who are part of Class 2 (Exhibit D); and 8 individuals who are part of Class 3 (Exhibit E). As a material condition of this Settlement, Defendants represent that to the best of their knowledge, the Classes consist of the persons identified in the data provided by Defendants to Class Counsel.

B. **Consultation with Counsel.** The Parties represent that they had the opportunity to, and did, consult with their respective counsel in this Litigation, prior to entering into this Settlement Agreement.

C. **Court Approval.** This Settlement is conditioned upon the Court approving this Settlement under Rule 23 of the Federal Rules of Civil Procedure as fair, reasonable and adequate on behalf of the Settlement Classes.

III. SETTLEMENT CLASS

A. **Class Definition.** Except for the excluded persons set forth in this section, the Settlement Classes are defined as follows:

- i. All current and former Indian national employees who elected coverage under Defendants' Group Health Plan, together with their spouses, from August 8, 2014 to September 19, 2016, who were not provided written notice of their COBRA rights at the time of commencement of coverage under the plan (**Settlement Class 1**);
- ii. All current and former Indian national employees who elected coverage under Defendants' Group Health Plan, together with their spouses and their covered dependents, and who were not provided notice of COBRA continuation coverage upon loss of coverage under Capgemini FS's Group Health Plan as a result of a "transfer" from Capgemini FS to Capgemini India from August 8, 2014 to September 19, 2016 (**Settlement Class 2**); and
- iii. All current and former Indian national employees who elected coverage under Defendants' Group Health Plan, together with their spouses and their covered dependents and who were not provided notice of COBRA continuation coverage upon loss of coverage under Capgemini FS's Group Health Plan as a result of a "transfer" from Capgemini FS to Capgemini India from August 8, 2014 to September 19, 2016, and who did not return to India as a result of such "transfer" (**Settlement Class 3**).

B. **Excluded Persons.** Any person who completed and returned the Exclusion Form, electing to opt-out of the Class, including those that have already been filed with the Court.

IV. SETTLEMENT APPROVAL PROCEDURE

A. **Motion for Preliminary Approval.** Within seven (7) calendar days of this Agreement being fully executed, Class Counsel shall file a Motion for Preliminary Approval (after providing Defendants' counsel with a reasonable opportunity to review and comment), attaching a fully-executed Agreement, the [Proposed] Preliminary Approval Order, and the Notice of Settlement advising Class Members of the material terms and provisions of the Agreement and their rights with respect to this settlement.

B. Agreement Null and Void Absent Approval. If the settlement is not approved and/or does not become final for any reason, then this Agreement purporting to settle the Litigation shall become null and void *ab initio* (except for this provision) and this Agreement shall have no bearing on and shall not be admissible in connection with the Litigation and Defendants retain all defenses to the Litigation as if no Agreement had been reached.

C. Notice of Settlement to Class Members.

1. Within fourteen (14) calendar days after the Court grants preliminary approval of the Settlement Agreement described herein, Defendants shall provide the Settlement Administrator and Plaintiffs' Counsel with, as to each Class Member: 1) name; 2) employee identification number previously assigned and disclosed to Plaintiffs' Counsel; 3) last known home address; 4) last known email address; and 5) last known states in which they were employed. Plaintiffs' Counsel will provide to the Settlement Administrator the settlement payment allocation for each Class Member. Prior to the mailing of the Settlement Packet to the Class Members, the Settlement Administrator shall attempt to confirm the accuracy of the addresses through the United States Post Office's National Change of Address database and shall mail the Settlement Packet to any updated address obtained therefrom.

2. Within seven (7) calendar days after receiving the above-mentioned list of Class Members, the Settlement Administrator shall mail, via First Class U.S. Mail, all Settlement Packets, including the approved Notice of Settlement and Notice Addendum A. The Class Members will be provided with a summary of the basis for settlement in the Notice of Settlement and the scope of their Released Claims. To the extent there are matters not covered in the Notice of Settlement, or to the extent the Notice of Settlement is inconsistent with this Agreement, this Agreement shall govern and control.

3. If any Settlement Packet is returned as undeliverable, without any indication of a more current address, the Settlement Administrator will undertake reasonable efforts to identify a current address and, if one is so identified, will mail the Settlement Packet to the new address.

4. The Settlement Administrator will notify Plaintiffs' Counsel and Defendants' Counsel within three (3) days of any dispute raised by a Class Member. In the event of any dispute over a Class Member's Settlement Award, Plaintiffs' Counsel and Defendants' Counsel will confer in good faith in an effort to resolve the dispute. If Plaintiffs' Counsel and Defendants' Counsel are unable to reach an agreement, Hon. Morton Denlow (Ret.) shall decide the dispute, and his decision will be final. Any additional payment due as a result of any changes to a disputed Settlement Award shall be deducted from any unclaimed amounts before redistribution.

5. Class Members will have sixty (60) days after the mailing of their Settlement Packets to submit an Opt-Out Form.

6. Any Class Member who does not timely and properly submit an Opt-Out Form shall be bound by this Settlement and the Release as set forth in Section VI.

7. At no time shall any of the Parties or their counsel: (a) discourage any Class Member from participating in the Settlement; or (b) encourage any Class Member to object to the Settlement Agreement or opt out of the Settlement Agreement.

8. At the conclusion of the Notice of Settlement period, the Settlement Administrator shall provide Plaintiffs' Counsel and Defendants' Counsel with a register listing all participating Class Members and all Class Members who timely submitted an Opt-Out Form, along with the amount of each participating Class Member's Settlement Award.

D. Objections to Settlement.

1. Any Class Member may object to the Settlement Agreement by following the instructions on the Notice of Settlement. To object to the Settlement Agreement or any terms of it, the person making the objection must be a Class Member, must not have opted out of the Settlement Agreement, and must send to the Settlement Administrator and file with the Court a written statement of the grounds of objection, signed by the Class Member or his or her attorney, by the date specified in the Notice of Settlement (60 calendar days after the initial mailing of the Notice of Settlement). Any objection that does not meet the requirements of this paragraph shall not be considered by the Court, unless otherwise ordered by the Court. Class Members who fail to serve timely and proper written objections shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement. It is the responsibility of any Class Member who files an objection (an "Objector") to retain a copy of the objection and proof of timely mailing hereunder. If a Class Member submits both an objection and an opt-out request, the Settlement Administrator will attempt to contact the Class Member to determine whether the Class Member intended to object or opt-out. If the Class Member cannot be reached, it will be presumed that the Class Member intended to opt-out, the objection will not be considered, and the Class Member will not be part of the Settlement.

2. The Parties may file with the Court written responses to any filed objections no later than three (3) business days before the Final Approval Hearing.

3. A valid Objector also has the right to appear at the Final Approval Hearing either in person or through counsel hired by the Objector. An Objector who wishes to appear at the Final Approval Hearing must state his or her intention to do so in writing on his or her written objections at the time he or she submits them. An Objector may withdraw his or her objections at

any time. No Class Member may appear at the Final Approval Hearing unless he or she has submitted a timely objection that complies with all objection procedures. No Class Member may present an objection at the Final Approval Hearing based on a reason not stated in his or her written objections.

E. Motion for Final Approval of Settlement and Judgment.

1. At least seven (7) calendar days prior to the Final Approval Hearing, the Parties shall file with the Court: (a) a Joint Motion for Final Approval of Settlement; and (b) a copy of the Settlement Administrator's Declaration.

2. At the Final Approval Hearing, the Parties will request that the Court, among other things, enter a Final Approval Order and Final Judgment that:

- i. approves the Settlement Agreement as a final, fair, reasonable, adequate and binding release of all claims as set forth in Section VI(A) by all Class Members who have not timely opted out;
- ii. approves the Settlement Agreement as a final, fair, reasonable, adequate and binding General Release of all claims as set forth in Section VI(B) by the Named Plaintiffs;
- iii. dismisses the Litigation without prejudice to convert to with prejudice forty-five (45) days after entry; and
- iv. retains jurisdiction only for the purpose of enforcing the deposit of the Gross Settlement Fund as set forth in Section V(D), below.

3. Only counsel for the Parties and Class Members who have filed timely objections to the Settlement Agreement may participate in the Final Approval Hearing.

V. MODE, CALCULATION AND TIMING OF PAYMENT

A. Defendants' Payment Obligations.

1. **Gross Settlement Fund.** In consideration for the dismissal with prejudice of the Litigation and the release of claims by Named Plaintiffs and Class Members, as well as other good and valuable consideration, Defendants shall pay the Gross Settlement Fund to settle the Litigation. The Gross Fund shall be all that Defendants or Released Parties shall pay to settle the Litigation, with the sole exception of the Defendants' Share of Taxes. The Gross Fund is exclusive of any and all interest or investment income accrued on the Settlement Fund, which shall revert to Defendants. All undistributed, unclaimed and/or unpaid amounts from the Net Settlement Fund as described in this Agreement, after completion of the settlement process, shall be redistributed to participating Class Members or distributed to the Settling Parties' designated *cy pres* recipient, The Chicago Bar Foundation.

2. **Timing of Payment.** Within fourteen (14) days after the Effective Date and Defendants' Counsel's receipt of wire information, Defendants shall pay the full amount of the Gross Settlement Fund by wire transfer to the Settlement Fund to be established by the Settlement Administrator within five (5) days after the Effective Date.

B. Settlement Administration.

1. **Settlement Administrator Responsibilities.** The Settlement Administrator shall be responsible for: (a) finalizing the calculations of the Settlement Awards for the Named Plaintiffs and Class Members based on the allocation provided by Plaintiffs' Counsel, as well as the redistribution amounts, if any; (b) preparing, printing and disseminating to the Class Members the Settlement Packet and the Settlement Award checks; (c) copying counsel for the Settling Parties on material correspondence and promptly notifying all counsel for the Settling

Parties of any material requests or communications made by any Settling Party or Class Member; (d) receiving and reviewing the cashed checks for Class Members; (e) mailing redistribution checks, if any, to the Class Members; (f) wiring Plaintiffs' Counsel's Attorneys' Fees and Litigation Costs, and mailing the Service Payments¹ in accordance with this Agreement and order of the Court; (g) issuing 1099 Forms for the Settlement Awards and redistribution amounts, if any, paid to participating Class Members, issuing a 1099 Form for the Service Payment, Attorneys' Fees, and Litigation Costs and making all required Settlement Fund Tax filings; (h) ascertaining current address and addressee information for each Settlement Packet returned as undeliverable; (i) referring to Plaintiffs' Counsel all inquiries by Class Members that the Settlement Administrator cannot resolve and/or which involve matters not within the Settlement Administrator's duties specified herein; (j) responding to inquiries of Plaintiffs' Counsel or Defendants' Counsel; (k) promptly apprising counsel for the Settling Parties of the activities of the Settlement Administrator; (l) maintaining adequate records of its activities, including the date of the mailing of the Settlement Packets, returned mail and other communications and attempted written or electronic communications with Class Members, and providing counsel for the Settling Parties with weekly reports regarding the same; (m) confirming in writing to Plaintiffs' Counsel and Defendants' Counsel its completion of the administration of the settlement and retaining copies of all cashed settlement checks; and (n) such other tasks as are customarily and regularly performed by a Settlement Administrator and as the Settling Parties mutually agree.

2. Reporting by Settlement Administrator. Throughout the period of settlement administration, the Settlement Administrator will provide reports to the Settling Parties upon request by either Settling Party, regarding the status of the mailing of the Settlement Packets

¹ Named Plaintiffs' checks shall be sent to their counsel, Stephan Zouras, LLP, for distribution.

and Settlement Award checks to Class Members, the receipt of cashed settlement checks, the redistribution of unclaimed funds, if any, or any other aspect of the settlement administration process

C. Creation and Implementation of a Qualified Settlement Fund.

1. Establishing the Qualified Settlement Fund. The Gross Settlement Fund will be deposited in the Settlement Fund, intended by the Settling Parties to be a Qualified Settlement Fund as described in Section 458B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B, *et seq.* The Settlement Fund shall be established as a Qualified Settlement Fund within the meaning of Section 486B of the Internal Revenue Code of 1986, as amended, the Treas. Reg. Section 1.468B-1, *et seq.*, and shall be administered consistent therewith by the Settlement Administrator.

2. Administering the Settlement Fund. The Settlement Administrator shall serve as trustee of the Settlement Fund and shall act as a fiduciary with respect to the handling, management, and distribution of the Settlement Fund, including the handling of tax-related issues and payments. The Settlement Administrator shall act in a manner necessary to qualify the Settlement Fund as a Qualified Settlement Fund and to maintain that qualification. The Settling Parties and the Settlement Administrator shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment.

3. Tax Withholding and Reporting.

a. Taxes. The Settling Parties recognize that the Settlement Awards and redistribution amounts, if any, to participating Class Members and any amounts designated as a Service Payment, Attorneys' Fees, and Litigation Costs shall not be subject to withholding and shall be reported to the IRS on Forms 1099.

b. Fund Taxes. All Settlement Fund Taxes and Settlement Fund Tax Expenses shall be paid out of the Settlement Fund by the Settlement Administrator and the Settlement Administrator shall be responsible for all filings and reporting with respect to Settlement Fund Taxes. Further, Settlement Fund Taxes and Settlement Fund Tax Expenses shall be treated as a cost of the administration of the Settlement Fund. The Settling Parties agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary for the Settlement Administrator to carry out the provisions set forth in this Section.

c. Other Payments and Indemnification. The Settlement Administrator shall satisfy from the Settlement Fund: all federal, state, local, and other reporting requirements (including any applicable reporting with respect to attorneys' fees and other costs subject to reporting) and any and all taxes, penalties and other obligations with respect to the payments or distributions not otherwise addressed in this Agreement. The Settlement Administrator shall indemnify the Settling Parties for any penalty, interest, or attorneys' fees arising out of an incorrect calculation or late deposit of the same.

d. Communication with Counsel. Plaintiffs' Counsel and Defendants' Counsel are authorized to communicate directly with the Settlement Administrator to expedite the settlement administration process.

D. Allocation and Payment of the Settlement Fund.

1. Settlement Awards. Plaintiffs' Counsel shall allocate the Settlement Awards for the Named Plaintiffs and the Class Members from the Net Settlement Fund on a pro rata basis as follows:

a. Class One Members, which consists of 613 employee Class Members, shall be paid \$250 per Class Member (\$153,250 total for all Class Members) for their claims alleging Defendants failed to provide proper written notice of their COBRA rights at the time of commencement of coverage under Defendants' Group Health Plan.

b. Class Two Members, which consists of 150 employee Class Members, 70 spouse-dependents and 75 family-dependents for a total of 295 Class Members, shall be paid \$1,304.24 per Class Member (\$384,750 total for all Class Members) for their claims alleging Defendants failed to provide notice of continuation of coverage upon loss of coverage under Defendants' Group Health Plan, as a result of a "transfer" to Capgemini India.

c. Class Three Members, which consists of 2 employee Class Members, 2 spouse-dependents and 4 family-dependents for a total of 8 Class Members, shall be paid \$7,500 per Class Member (\$60,000 total for all class members) for their claims alleging Defendants failed to provide notice of continuation of COBRA coverage upon loss of coverage under Defendants' Group Health Plan, as a result of a "transfer" to Capgemini India in which they lost coverage and were uninsured but remained in the United States

2. **Settlement Fund Fees and Expenses.** Settlement Administration Costs in an amount of \$17,000.00 shall be paid from the Settlement Fund.

3. **Service Payments.** Plaintiffs' Counsel shall seek Court approval of a service payment of \$10,000.00 to each Named Plaintiff, for a total of \$20,000.00. Defendants will not oppose such motion. The Settlement is not conditioned upon the Court's approval of the requested service payment. The Settlement Administrator will not withhold taxes from the Service Payments but will report the Service Payments on an IRS Form 1099. Within fourteen (14) days

after the Effective Date, the Settlement Administrator shall pay to each Named Plaintiff the Service Payments approved by the Court.

4. Attorneys' Fees and Litigation Costs Amounts. Plaintiffs' Counsel shall make, and Defendants will not oppose, an application to the Court for an award of attorneys' fees in the amount of one-third (1/3) of the Gross Fund, or \$330,000. In addition, Plaintiffs' Counsel shall make, and Defendants will not oppose, an application to the Court for \$25,000.00 in litigation costs. The Settlement is not conditioned upon the Court's approval of Plaintiffs' Counsel's petition for Attorneys' Fees and Litigation Costs in the stated amounts. Payment of such approved Attorneys' Fees and Litigation Costs to Plaintiffs' Counsel shall be made in accordance with this Agreement and shall constitute full satisfaction of any and all obligations by Defendants to pay any person, attorney, or law firm for attorneys' fees, expenses or costs incurred on behalf of the Named Plaintiffs and Class Members. The Settlement Administrator shall report the payment of the Attorneys' Fees and Litigation Costs to Plaintiffs' Counsel on an IRS Form 1099. Within fourteen (14) days after the Effective Date, the Settlement Administrator shall pay to Plaintiffs' Counsel, by wire transfer, the Attorneys' Fees and Litigation Costs approved by the Court.

E. Payments to Class Members.

1. Timing of Payments. Within seven (7) days after receiving the Gross Settlement Fund from Defendants, the Settlement Administrator shall mail, via First Class U.S. Mail, all Settlement Award checks to all participating Class Members.

a. Class Members will have sixty (60) days after the mailing date to cash their Settlement Award checks. If any participating Class Member's Settlement Award check is not cashed within 60 days, any unclaimed amounts will be redistributed on a pro rata basis among the participating Class Members. In the event there is a redistribution, participating Class

Members will have forty-five (45) days after mailing to cash their redistribution checks, and any unclaimed amounts after 45 days shall be donated to the *cy pres* recipient, The Chicago Bar Foundation.

b. Within ten (10) days after the deadline for cashing the Settlement Award checks, the Settlement Administrator shall provide to Plaintiffs' Counsel and Defendants' Counsel a list of participating Class Members and shall provide electronic copies of all timely cashed checks.

c. At the conclusion of the Settlement Award Administration process, the Settlement Administrator shall also provide Plaintiffs' Counsel and Defendants' Counsel with a register listing all participating Class Members who timely cashed their checks, plus any redistribution checks, the total amount of checks cashed and the participation rate. The register shall also include a master summary of Forms 1099 amounts reported. The Settlement Administrator will maintain an electronic copy of such tax payments, filings and forms for the period required by law.

2. Taxes on the Individual Settlement Payments. The Settlement Awards to Class Members and reallocation, if any, to participating Class Members shall be allocated 100% to statutory damages. The statutory damages and any Service Payment shall be treated as non-wage income. The Settlement Administrator shall report the statutory damages and Service Payment on IRS Forms 1099.

3. Tax Advice. Named Plaintiffs acknowledge and agree that they have not relied upon any advice from Plaintiffs' Counsel or Defendants as to the taxability of the payments received pursuant to this Agreement. Named Plaintiffs and Class Members will be responsible for

taxes due by them on the Settlement Awards, reallocation payments, if any, and/or Service Payments.

VI. RELEASE

A. Release by Class Members. Conditioned upon the Court's entry of the Final Approval Order, and in exchange for the monetary consideration recited in this Agreement, the Class Members shall have waived, released and forever discharged the Released Parties from the Released Claims

B. General Release by Named Plaintiffs. In the event the Court approves the Service Payments, Named Plaintiffs will additionally release, on behalf of themselves and their heirs, representatives, successors, assigns, and attorneys, the Released Parties from any and all claims, demands, liabilities, debts, judgments, damages, expenses, administrative actions, causes of action or suits of any kind for or by reason of any matter, cause, or thing whatsoever, whether for tort, breach of express or implied employment contract, unjust dismissal, wrongful termination or under any federal, state, or local law dealing with discrimination or retaliation based on age, race, sex, national origin, handicap, religion, disability, or any other protected class and including any and all claims for incidental or consequential damages, expenses incurred, litigation expenses, court costs, attorney fees, tort or contractual damages of any kind, and any and all other damages or statutory sums whatsoever, known or unknown, compensatory or punitive, which arose out of or are connected in any way, directly or indirectly, with any and all claims the Named Plaintiffs have now, may have or may have had against the Released Parties through and including the date of execution of this Agreement. This general release of all claims includes, but is not limited to, all claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Family and Medical Leave

Act, and the Fair Labor Standards Act, each as has been or may be amended from time to time, and any other federal, state, or local laws, the common law, and any other rules or regulations governing the relationship between an employer and employee.

C. Time to Accept Agreement and Release of Claims. Named Plaintiffs acknowledge that they have been given the opportunity to consider this Agreement for at least twenty-one (21) days, and that if Named Plaintiffs have signed this Agreement in less than twenty-one (21) days after receiving it, they have done so of their own free will. Named Plaintiffs have carefully read and fully understand all of the provisions of the Agreement, and have signed it freely and voluntarily, without coercion and with knowledge of its meaning and effect.

D. Right to Revoke. Named Plaintiffs understand they have the right to revoke this Agreement within seven (7) days after they sign it (the “Revocation Period”), and that to do so, either Named Plaintiff must sign a document within the Revocation Period stating that he is revoking this Agreement and cause that statement to be received by Defendants’ Counsel. If Named Plaintiffs do not revoke this Agreement within the Revocation Period, the Agreement shall become effective and be forever enforceable. Named Plaintiffs understand that if they revoke this Agreement, they will not receive or have a right to receive any of the consideration set forth in this Agreement.

VII. NOTICES

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class mail to the undersigned persons at their respective addresses as set forth herein:

Counsel for Plaintiffs:

Ryan F. Stephan
Catherine T. Mitchell

Stephan Zouras, LLP
205 N. Michigan Ave., Suite 2560
Chicago, IL 60601
Tel: (312) 233-1550

Counsel for Sogeti:

Gerald D. Silver
Sullivan & Worcester LLP
1633 Broadway, 32nd Floor
New York, NY 10019
Tel: (212) 660-3096

VIII. NO ADMISSION OF LIABILITY

Defendants enter into this Agreement to avoid further expense and disruption to its business. The Settling Parties acknowledge and agree that liability for the actions that are the subject matter of this Agreement are denied and disputed by Defendants. This Agreement and the settlement are a compromise and shall not be construed as an admission of liability at any time or for any purpose, under any circumstances. The Settling Parties further acknowledge and agree that this Agreement and the settlement shall not be used to suggest an admission of liability in any dispute with respect to any person or entity. Neither this Agreement nor anything herein, nor any part of the negotiations had in connection herewith, shall constitute evidence with respect to any issue or dispute other than for purposes of enforcing this Agreement.

IX. MODIFICATION OF AGREEMENT

This Agreement may not be modified or amended except in writing, signed by the affected Settling Parties or the respective counsel of record for the Settling Parties, and as approved by the Court.

X. CONSTRUCTION AND INTERPRETATION

A. Entire Agreement. This Agreement constitutes the entire agreement between the Settling Parties with respect to the subject matter contained herein and shall supersede all prior and contemporaneous negotiations between the Parties.

This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Agreement, or any specific term or condition thereof. The Named Plaintiffs and Defendants participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither the Named Plaintiffs nor Defendants may claim that any ambiguity in this Agreement should be construed against the other.

B. No Reliance on Representations of Extrinsic Evidence. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other oral or written representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Settling Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence.

C. Controlling Law. This Agreement shall be subject to, governed by, construed, enforced and administered in accordance with the laws of the State of Illinois, both in its procedural and substantive aspects, and without regard for the principle of conflict of laws.

D. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or unenforceable, except the Release, the remaining portions of this Agreement will remain in full force and effect to the extent that the effect of the

Agreement remains materially the same and the obligations of the Settling Parties remain materially the same.

XI. COUNTERPARTS

This Agreement, any amendments or modifications to it, and any other documents required or contemplated to be executed in order to consummate this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement. All counterparts of any such document together shall constitute one and the same instrument. A photocopy, facsimile, or digital image of an executed counterpart shall be enforceable and admissible as an original.

XII. BINDING EFFECT

This Agreement is binding upon and shall inure to the benefit of the Settling Parties to this Agreement. Without limiting the foregoing, this Agreement specifically shall inure to the benefit of Defendants as well as the Released Parties. Also, without limiting the foregoing, this Agreement shall be binding upon the heirs, assigns, administrators, executors, beneficiaries, conservators, and successors of all Class Members.

XIII. ATTORNEYS FEES, COSTS AND EXPENSES

Except as otherwise specifically provided herein, the Settling Parties shall bear responsibility for their own attorneys' fees, costs and expenses, taxable or otherwise, incurred by them or arising out of the Litigation and shall not seek reimbursement thereof from any party to this Agreement. However, in the event of any dispute to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs from the non-prevailing party.

XIV. AUTHORITY OF COUNSEL

A. Facsimile, Electronic, and Email Signatures. Any Settling Party may execute this Agreement by signing or by causing its counsel to sign on the designated signature block below and transmitting that signature page *via* facsimile, email, or other electronic means to counsel for the other Settling Party. Any signature made and transmitted by facsimile, email or other electronic means for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Settling Party whose counsel transmits the signature page by facsimile or email.

B. Voluntary Signature. All Settling Parties agree that they have signed this Agreement or authorized their counsel to sign this Agreement on their behalf, knowingly, voluntarily, with full knowledge of its significance, and without coercion.

C. Warranty of Counsel. Plaintiffs' Counsel warrant and represent that they are expressly authorized by the Named Plaintiffs to take all appropriate action required or permitted to be taken pursuant to this Agreement in order to effectuate its terms. Defendants' Counsel warrants and represents that they are authorized to take all appropriate action required or permitted to be taken by all Defendants pursuant to this Agreement in order to effectuate its terms.



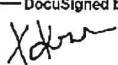
XV. WAIVER OF APPEAL

Provided that the Approval Order is consistent with the terms and conditions of this Agreement in all material respects, the Settling Parties all hereby waive any and all rights to appeal from the Approval Order, including all rights to any post-judgment proceedings, such as a motion to vacate or set-aside judgment, a motion for a new trial, and any extraordinary writ, and the Approval Order will become final and non-appealable at the time it is entered. The waiver does

not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings

XVI. CONTINUING JURISDICTION

The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Agreement, to the extent permitted by law, and the Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Agreement until all payments and obligations contemplated by the settlement have been fully carried out. This retention of jurisdiction encompasses any disagreement among the Settling Parties concerning the final forms of the Notice of Settlement or other documents necessary to implement this Agreement, and all other disputes regarding the Agreement and its implementation. Any action to enforce this Agreement shall be commenced and maintained in this Court.

DATED: <u>7/17/18</u>	CAPGEMINI By: <u>Anirban Bose</u> Its: <u>Executive VP and CEO, FS SBU</u> 
DATED: <u>7/17/2018</u>	Pranav Bhattacharya DocuSigned by:  D1A89788754F425...
DATED: <u>7/17/2018</u>	Navaneetha Koothapillai DocuSigned by:  96F7FC99C1E14A3...

K65
EXECUTION VERSION
OFFICE OF GENERAL COUNSEL
July 17, 2018

EXHIBIT A
TO SETTLEMENT AGREEMENT

NOTICE OF CLASS ACTION SETTLEMENT – PLEASE READ CAREFULLY

Pranav Bhattacharya, et al. v. Capgemini North America, Inc., et al.
Case No. 16-cv-7950, United States District Court, Northern District of Illinois

THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A PROPOSED SETTLEMENT THAT HAS BEEN REACHED FOR ALLEGED VIOLATIONS OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA) AND THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA) RELATED TO GROUP HEALTH INSURANCE PLANS AND CONTINUATION COVERAGE

BACKGROUND

1. Why did I receive this Notice?

On [DATE] the Court preliminarily approved a settlement of the Lawsuit. The settlement includes all current and former Indian-national employees who elected coverage under Defendants' Group Health Plan ("GHP"), together with their spouses and other covered dependents, from August 8, 2014 to September 19, 2016, and who were not provided information regarding health insurance benefits under COBRA at the commencement of coverage, nor notice of their right to continuation coverage and subsequent continuation health coverage under ERISA and COBRA as a result of a "transfer" from Capgemini FS to Capgemini India. The Court ordered that you be sent this Notice because you have a right to know about the settlement, and about all of your options, before the Court decides whether to approve the settlement.

You may have already received a notice regarding this Lawsuit. At that time, the Parties had not settled.

2. How do I know if I will be included in the settlement?

If you are receiving this Notice, you are a Class Member included in this Lawsuit and the class action settlement, unless you opt out by signing the attached opt-out form. If you choose to opt out, you will not receive any Settlement Payment.

If you want to remain included in the class action settlement, you do not need to do anything. By doing nothing, you will receive a Settlement Payment and will be bound by the Release of Claims as set forth in Section 6, below.

Based on Capgemini's records, you have been identified as a member of Settlement Class(es) *** and you are estimated to receive the gross amount of approximately \$_____.

3. What is this Lawsuit about and why is there a settlement?

This Lawsuit is about whether Capgemini failed to provide necessary information and notice of health insurance continuation coverage under COBRA. Specifically, Plaintiffs allege that Capgemini: (1) failed to provide written notice of COBRA election rights at the time of commencement of coverage under Capgemini FS's Group Health Plan; (2) failed to provide notice of the right to elect COBRA continuation coverage to employees and dependents enrolled in Capgemini FS's Group Health Plan upon a complete loss of coverage when a covered employee stops working for Capgemini FS in the United States and "transfers" back to Capgemini in India; and (3) failed to provide COBRA continuation health insurance coverage after such "transfers".

Capgemini denies that it did anything wrong and maintains that Plaintiffs, other Indian-national IT workers, and their family-member dependents are not entitled to a COBRA election notice or continuation coverage when they lose coverage under Capgemini FS's Group Health Plan upon "transfer" to Capgemini

in India. The Court has not decided in favor of the Named Plaintiffs or Capgemini. The Parties have entered into this settlement to avoid further disputes and the cost of a trial.

HOW YOU GET A SETTLEMENT PAYMENT

4. How is my Settlement Payment calculated?

The Parties have agreed to settle the Lawsuit on a class-wide basis for the Gross Settlement Amount of \$990,000. If the settlement is approved by the Court, the Gross Settlement Amount will be used to pay Class Members, as well as to pay attorneys' fees, litigation costs, expenses of administering the settlement, and Service Payments to the Named Plaintiffs. Capgemini will not be required to pay more than the Gross Settlement Amount, with the sole exception of the Defendants' share of taxes as described in the Settlement Agreement.

Each Class Member shall receive a Settlement Payment, unless s/he timely submits the attached opt-out form. Each Class Member's estimated Settlement Payment is based on his or her membership in any one of the following three categories:

- (i) **Settlement Class One:** all current and former Indian-national employees who elected coverage under Capgemini FS's GHP at any time from August 8, 2014 to September 19, 2016 and who were not provided written notice of their COBRA rights at the time of commencement of coverage; and/or
- (ii) **Settlement Class Two:** all current and former Indian-national employees who elected coverage under Capgemini FS's GHP at any time from August 8, 2014 to September 19, 2016, together with their spouses and covered dependents, and who were not provided notice of COBRA continuation coverage upon loss of coverage under the GHP as a result of a "transfer" to Capgemini India; and/or
- (iii) **Settlement Class Three:** all current and former Indian-national employees who elected coverage under Capgemini FS's GHP at any time from August 8, 2014 to September 19, 2016, together with their spouses and covered dependents, and who were not provided notice of COBRA continuation coverage upon loss of coverage under the GHP as a result of a "transfer" to Capgemini India in which they lost coverage and were uninsured but remained in the United States.

The estimated Settlement Payment is a proportional distribution of the settlement fund after payment of attorneys' fees, service payments and administration costs, based upon the category of alleged claims as set forth above.

Your Settlement Payment amount will be reported in an IRS Form 1099. Neither Class Counsel nor Capgemini makes any representations concerning the tax consequences of any payment, and you are advised to consult your own tax advisor if you have any tax-related questions.

5. When will I receive my Settlement Payment?

The Court will hold a hearing on [date and time of Final Approval Hearing] to determine whether to approve the settlement. If the Court approves the settlement, there may be appeals. Resolving these appeals can take time. Please be patient. Once the settlement is approved and appeals are exhausted, the Settlement Payment checks will be mailed to Class Members. Settlement Payment checks that are not cashed within sixty (60) days will be null and void.

6. What claims am I releasing?

Unless you exclude yourself from the settlement by submitting the attached opt-out form, you will have waived, released and forever discharged Capgemini North America, Inc., Capgemini Financial Services USA, Inc. and Peter Kornowske, including their former and present officers, directors, employees, attorneys, insurers, benefit plans, predecessors, successors, parents, subsidiaries, members and corporate affiliates from any and all applicable claims for statutory penalties, damages and all other relief under ERISA and/or COBRA, as set forth in Named Plaintiffs' Complaint, arising on or before September 19, 2016.

7. Am I protected from retaliation for participating in the settlement?

Yes. Capgemini understands and acknowledges that it has a legal obligation not to retaliate against any Class Member based on participation in the settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

8. What does it mean to exclude myself from the settlement and how would I do it?

If you exclude yourself (*i.e.* - opt-out) you will not receive any Settlement Payment. You also will not be legally bound the Release set forth in Section 6, above, meaning you may be able to sue (or continue to sue) Capgemini in the future about the legal issues in this case.

To exclude yourself from the settlement, you must complete and submit Notice Addendum A: Opt-Out Form. You must return this form to the Settlement Administrator in the enclosed postage-prepaid envelope or in your own shipping envelope by first class U.S. mail or the equivalent, and it must be postmarked on or before [60 calendar days after the initial mailing of the Settlement Packets].

THE LAWYERS REPRESENTING YOU

9. Who are the attorneys for the Class Members and how will they be paid?

The Court has decided that the lawyers at the law firm of Stephan Zouras, LLP are qualified to represent you and all Class Members. These lawyers are called "Class Counsel." You will not be charged for these lawyers. You do not need to retain your own attorney in order to participate as a Class Member.

Class Counsel:

Ryan F. Stephan

Catherine T. Mitchell

Stephan Zouras, LLP

205 N. Michigan Ave., Suite 2560

Chicago, IL 60601

Tel.: (312) 233-1550

Fax: (312) 233-1560

lawyers@stephanzouras.com

www.stephanzouras.com

Class Counsel will ask the Court to approve payment of one-third (1/3) of the Gross Settlement Amount, or \$329,670.00, for attorneys' fees. These fees will compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment of reasonable out-of-pocket costs of up to \$22,580.00 incurred, as well as \$10,000 for the cost of the Settlement Administrator.

Class Counsel will also ask the Court to approve a payment of \$10,000 to each Named Plaintiff in recognition for their dedication and involvement in the litigation and service to the Class.

OBJECTING TO THE SETTLEMENT

10. How do I tell the Court that I don't agree with all or some of the settlement?

If you have not excluded yourself (*i.e.* – opted out), but you disapprove of the settlement, you may object to it by filing a written objection with the Court and mailing a copy of your written, signed objection to the Settlement Administrator in the enclosed postage-prepaid envelope or in your own shipping envelope by first class U.S. mail or equivalent, postage paid. Your objection must be postmarked no later than [60 calendar days from mailing of Notice]. All objections must be signed and include your address, telephone number and the name of the Lawsuit. Your objection should clearly explain why you object to the settlement and must state whether you or someone on our behalf intends to appear at the Final Approval Hearing. The Court will consider your views.

11. What's the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you remain in the Lawsuit. Excluding yourself is telling the Court that you do not want to be a part of the Lawsuit and the settlement. If you submit both an objection and an opt-out form, the Settlement Administrator will attempt to contact you to determine whether you intended to object or exclude yourself. If you cannot be reached, it will be presumed that you intended to exclude yourself, your objection will not be considered, and you will not be part of the settlement.

THE COURT'S FINAL APPROVAL HEARING

12. Do I have to come to the hearing where the Court will decide whether to approve the settlement?

No. Class Counsel will answer any questions the Court may have. If you send an objection, you don't have to come to Court. As long as you have not excluded yourself and have timely filed and mailed your written objection, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Only Class Members who have submitted objections and requested to speak at the hearing in accordance with Section 11 will be permitted to do so. The Final Approval Hearing will take place on [date and time of Final Approval Hearing], at the United States District Court for the Northern District of Illinois, Eastern Division, 219 South Dearborn Street, Chicago, Illinois, in Courtroom 2103.

GETTING MORE INFORMATION

13. Where can I find more details about the settlement?

This Notice summarizes the settlement. For more information, you may review the pleadings and other records in this Litigation, including the entire Settlement Agreement at the Records Office of the Clerk of the United States District Court, located at 219 South Dearborn Street, Chicago, IL 60604.

Any questions regarding this Notice or the enclosed forms should be directed to the Settlement Administrator [name, address, telephone number]. If your address changes or is different from the one on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT B
TO SETTLEMENT AGREEMENT

NOTICE ADDENDUM A: OPT-OUT FORM

Pranav Bhattacharya, et al. v. Capgemini North America, Inc., et al.
Case No. 16-cv-7950, United States District Court, Northern District of Illinois

By filling out and signing this document, I state the following:

1. I have read the Notice of Class Action Settlement (“Notice”) and understand the claims alleged and the terms of the Settlement of the above-referenced Lawsuit. I am or believe I am a member of any one of the settlement classes referred to in the Notice.
2. I request to opt out of or be excluded from the Lawsuit and the settlement.
3. By opting out, I understand that I have the right to pursue claims on my own against Capgemini, if any.
4. By opting out, I understand that I will not receive the payment described in the Notice.
5. I understand that I will not be subject to harassment, discrimination or retaliation for opting out of the settlement or otherwise exercising my legal rights. To the extent that I believe that I am being retaliated against or otherwise treated improperly, I will report the matter to either my manager or Capgemini Human Resources.

I declare, under penalty of perjury under the laws of the United States of America that all of the information contained in this Opt-Out Form is true and correct.

Signature

Type or Print Name

Dated (mm/dd/yyyy)

Mail to: [Claims Administrator]

MUST BE POSTMARKED ON OR BEFORE [60 days from mailing of Notice]

THIS INFORMATION WILL ONLY BE USED FOR IDENTIFICATION PURPOSES

Name:	
Street Address:	
City, State, Zip Code:	
Telephone:	
E-Mail Address:	SSN (last 4 digits):

EXHIBIT C
TO SETTLEMENT AGREEMENT

	A	B	C
1	CLASS 1		
2	EE ID	First Name	Last Name
3	10226	Kamlesh	Bhatt
4	10442	Amit	Srivastava
5	10855	Joji	Joseph
6	11130	Sagar	Bawdekar
7	11376	Omprakash	Chilla
8	11566	RAJASHEKAR	VALABOJU
9	11606	Mayuresh	Sardeshmukh
10	11630	Manoj	Hota
11	11740	Shantaram	Jatade
12	11877	Roma	Punjabi
13	11928	ATUL	GHATE
14	12566	KANNAN	KARTHA
15	12635	Samir	Mathur
16	12669	Prashant	Wani
17	12911	Anand Kumar	Chittanuri
18	12981	Abhisheak	Kumar
19	13043	ASHISH	MISHRA
20	13345	Navaneetha Krishnan	Koothapillai
21	13390	Mithun	Sivan
22	13467	Amresh	Nayak
23	13501	ASHISH	DATAR
24	13611	Siva	Uppu
25	14041	KRISHNA	GUNDALA
26	14120	Mamta	sable
27	14127	AMIT	GADGIL
28	14412	Vaibhav	Gole
29	14416	KETANKUMAR	NIRMAL
30	14466	Vijayapandian	Chandrapandian
31	14619	Parag	Taware
32	14882	Venkateswarlu	Mogallur
33	14941	SATYA	PINNAMARAJU
34	15201	AMIT	DESHPANDE
35	15238	Pallasena	Parameswaran
36	15271	Nitinkumar	Chavan
37	15585	Siddhartha	Sood
38	15609	AMIT	SHARMA
39	15624	Venkatesh	Kothandaraman
40	15656	Shirish	Joshi
41	15708	Maruthi	Balmuri
42	15922	Nayeemuddin	Mohammed
43	15953	SENTHILKUMAR	MURUGESAN
44	15964	Venkat	Yeramilli
45	15988	Balaji	Viswanathan

	A	B	C
46	16016	KOMAL	CHANDWANI
47	16119	Nikhil	Shinde
48	16124	Bhanu	Manchikanti
49	16168	Prashant	Kawalkar
50	16175	Venkata Ramamohan	Lavidi
51	16356	PHANEENDRA	NYSHADHAM
52	16440	Narasimha Murthy	Mullapudi
53	16444	Giridhar	Vishwanathula
54	16557	Rohit	Walimbe
55	16559	Ali Asghar	Casubhoy
56	16736	HARSHAVARDHAN	GUNDETI
57	16743	Mohanraj	Kannan
58	16754	Santosh	Vitta Veera
59	16767	Ravi	Vijayan
60	16805	Ashish	Pande
61	16869	Satish	Palegar
62	16908	Saurabh	Gupta
63	16924	MURARI	JHA
64	17022	SHYAMSUNDRAN	TRIKANDIUR
65	17313	Vamshi	Indla
66	17398	Mohammed	Mateen
67	17662	Sandeep	Singh
68	17689	Partha	Pritam
69	17806	Vikas	Jaiswal
70	17877	Raja	Karunanidhi
71	17881	SAMPATHKUMAR	RACHAMALLA
72	17937	RAMAKANTH	DEVARAKONDA
73	18168	Rama Krishna Reddy	Varikuti
74	18255	SUHAS	DETHE
75	18269	Lokesh	Rachuri
76	20151	Kaushalendra	Kumar
77	20231	Santhoshkumar	Mena
78	20409	Ashish	Jain
79	20476	PRAKASH	CHINTHAKUNTA
80	20533	SHASHANK	SHRIVASTAVA
81	20565	ARUNKUMAR	NAGAIYASAMY
82	20603	ABHISHEK	GHOSH
83	21725	Sudhakar	Packiamuthu
84	21731	Venkata Kalyan	Grandhisiri
85	21770	YUGANDHAR REDDY	KALLUR
86	21848	HARIKA	TALANKI
87	21876	ASHISH	GUPTA
88	21978	NIKHIL	JHA
89	22023	Vijay	Beduda
90	22078	Shyam	Bhupalli
91	22125	Vinod	Benedict

	A	B	C
92	23171	Shashikant	Kutal
93	23181	Srinivas	Anaparthi
94	23223	Srinivasulu	Pulluru
95	23310	Vidyasagar	Joopaka
96	23539	Vishal	Maru
97	23701	GUNALAN	RAMACHANDIRAN
98	23718	ANKISH	JAIN
99	23734	Rajashri	Thakurdas
100	23746	Tejas	Chachcha
101	23754	Santosh	Dangi
102	23772	Arvind	Gandhari
103	23804	MAYUR	PANDIT
104	23897	Vishhwanath	Iyer
105	23927	NAVEEN	CHOKKULA
106	24219	FIROZ	SHAIK
107	24256	PRITESH	SHARMA
108	24273	Sireesha	Bobba
109	24317	Lingeswar	Peddi
110	24497	Nirmalananda	Maddala
111	24510	ARUNAVA	BAGLI
112	24671	Seshadri	Chintalapati
113	24683	Ramakanta	Patra
114	24839	Abhinav	Kale
115	24977	SWAGAT	PATANKAR
116	24988	FNU	Raj Kumar
117	25086	MEHUL	SHAH
118	25089	Venkateswar Rao	Vadlamudi
119	25110	Debabrata	Chowdhury
120	25147	NITYA	SHARMA
121	25190	Shravan	Edem
122	25293	Jamaluddin	Mohammed
123	25306	ANKUR	BHARWAL
124	25313	Bajirao	Patil
125	25368	KAMAL	SHAH
126	25686	PUSPOJIT	NEOGY
127	25706	Sajith	Nair
128	25741	Vishal	Lavatre
129	25939	JOSE KENNEDY	XAVIER
130	26132	TRILOK	SARAPH
131	26304	Atul	Shrivastava
132	26345	Jitendra	Savale
133	26411	RAVI	SIRUGUDI
134	26456	Jayadev	Gantenapalli
135	26748	Iniyan	Seerangapattan Sampath
136	26774	Lloyd	Gracias
137	26898	SIDDHARTHA	SINGH

	A	B	C
138	26991	Balasubramanian	Yakasiri Chenchu
139	27005	Jagadeesh	Bonee
140	27007	Avinash	Naram
141	27040	Bhanu Prakash	Pitchuka
142	27143	Gokul	Bhaskar
143	27240	ABHIJIT	TARKUNDE
144	27362	YOGESH	DEWANGAN
145	27438	Venkata	Manukonda
146	27511	Anvesh	Gunuganti
147	27524	Ankit	Mishra
148	27557	Dipak	Sonawane
149	27570	Ignatius	Kumar
150	27590	Kishore kumar	Singam
151	27595	Naveen	Bayya
152	27605	Vijay	Dendukuri
153	27681	Anil	Kothe
154	27734	Gopi	Boddu
155	27775	VIKAS	JAIN
156	27928	Raghavendra	Pattikonda
157	27938	Harikrishna	Pulla
158	27963	Anupama	Gogu
159	28097	Devesh	Tiwari
160	28099	Thrilok	Juthiga
161	28139	RAVI	KAILA
162	28159	Abhijeet	Shrivastav
163	28160	Debashish	Khuntia
164	28211	Umamaheswara Rao	Kathari
165	28243	Ashish	Mishra
166	28285	Amit	Vispute
167	28291	Pushkar	Shaha
168	28382	Ananda	Jogi
169	28439	Rajendra	Kedarasetti
170	28445	RAKESH	KUMAWAT
171	28466	Helen	Christy
172	28493	Anil	Vaidya
173	28503	Srinivas	Kasala
174	28526	PRADEEP	MANDE
175	28634	Bhushan	Joshi
176	28638	Prawal	Bhattacharya
177	28655	Kapil	Mathur
178	28720	Soni Muniraj	Krovi
179	28780	Kishore	Jampana
180	28786	Harsha	Pragada
181	28822	Manish	Sharma
182	28960	ABHISHEK	BAGCHI
183	29051	Hemant	Sankhla

	A	B	C
184	29060	Harisimha	Narasimha
185	29109	Dhiraj	Dugar
186	29151	Sushil	Satao
187	29387	Sunil	Kashyap
188	29391	Sachin	Kanchan
189	29537	AMIT	BARANWAL
190	29579	Rajveer	Goteti
191	29702	Stanley	Varghese
192	29826	Santosh Kumar	Hulba
193	29951	HEMANG	PARIKH
194	30041	Satish Kumar	Devella
195	30064	Aditya	Medikondur
196	30066	Rajavi Vardhan	Kommer
197	30067	Mohammed Muzubur	Rahiman
198	30115	Manvee	Goel
199	30234	Pranav	Bhattacharya
200	30235	Pawan	Rai
201	30314	Chandrakala	Inabathuni
202	30528	Gyana	Sahoo
203	30560	Ajay	Chinchansure
204	30650	Venkata	Kalaga
205	30707	Upendra	Dama
206	30802	Chandra Shekar	Suryapet
207	30863	Adwait	Joshi
208	30880	Ganesh	Ghungarde
209	30897	MADHAVI	LIMBEKAR
210	31031	Sreedhar	Aldandi
211	31050	Nilesh	Charpe
212	31148	Chandra Mohan	Kumar
213	31393	Mital	Bhatt
214	31414	Pushpa	Pothakamuri
215	31449	Yogesh	Kowadkar
216	31458	Rohit	Bhal
217	31490	Hanumantha Rao	Thungala
218	31525	Markandeyulu	Kandula
219	31530	Ashish	Dwivedi
220	31538	Chinmayananda	Raparla
221	31551	Ranjit Kumar	Gopu
222	31557	Naveen	Mundhra
223	31588	Dewanand	Wankhade
224	31691	Vijay	Salunke
225	31806	Arvind	Ramugade
226	31913	Roque	Francis
227	31967	Krishna Chaitanya	Sammathageri Veera Neela
228	31988	Velmurugan	Sankaranarayanan
229	32050	Akhilesh	Yadav

	A	B	C
230	32058	Venkata Satyanarayana	Konjeti
231	32066	Rajeswari Sai	Battagiri
232	32222	Ramkumar	Papanasam Setlur
233	32333	Rahul	Kashikar
234	32338	Raghavendra	Marthi
235	32371	Mrinmayee	Dange
236	32421	Raghavendra	Pathipati
237	32533	Rajgopal	Chennupati
238	32545	Kailash	Mendadkar
239	32721	Hemapathi	Ambati
240	32890	FNU	Yuvaraj
241	32926	Chetan	Mahajan
242	32949	Santosh Karthik	Sunnath
243	33047	Anupam	Kumar
244	33177	Priyanka	Kadle
245	33222	Sachin	Jadhav
246	33471	Yadavendar	Palle
247	33545	Vikas Chandrakant	Kawade
248	33591	Balaji	Ramanujam
249	33628	Neelima	Arja
250	33673	Nikhil	Sonawane
251	33909	Sandeep	Duggal
252	33914	Venkata	Rayalla
253	34066	Hithendra	Komirishetty
254	34094	Venkata Subramanya Srikanth	Kanadhibhatla
255	34110	Ravi	Palle
256	34124	Jagadeesh	Majhi
257	34263	Yegneswara Prudvi	Sri Raja Kalidandi
258	34281	Krishna	P.R.G
259	34442	Kanchi	Komal
260	34462	Vasanta	Tarra
261	34466	SACHIN	SHIMPI
262	34469	Poonam	Badhiye
263	34476	Prathmesh	Wadkar
264	34480	Shoba	Mynampati
265	34610	SUMANRAJU	VYSYARAJU
266	34622	Utkarsh	Parhate
267	34778	Rahul	Sawant
268	34814	Pankaj	Bazaari
269	34823	Sumran Jot	Singh
270	34884	Prasad	Jalvi
271	34942	Damayanti	Pulapa
272	34960	Manish	Tewari
273	34990	Sheela	Pant
274	35021	Vijaykrishnan	Suchindrababu
275	35054	RAJA	KESARI

	A	B	C
276	35141	Bhigi	Tanna
277	35204	Chirag	Shah
278	35211	Krithika	Ks
279	35285	Shruthi	Nagendra
280	35396	Nanda Kumar	Gajjela
281	35514	Trivikram	Pujar
282	35547	Sunil	Chittluri
283	35603	Sathishkumar	Komirishetty
284	35637	Sasikanth	Annam
285	35665	Sankar	Arcot Gajendiran
286	35739	Gopalakrishnan	Balakrishnan
287	35996	Narendra	Baraskar
288	36124	Ravi	Arayasomayajula
289	36134	Siva	Subramanian
290	36175	Sonu	Roy
291	36186	Raj Deepak	Kasey
292	36708	Vikaschandra	Shukla
293	36834	Noopur	Deshpande
294	37057	DEBARPITA	MUKHERJEE
295	37088	Srikanth	Dyta
296	37103	Amit	Khule
297	37168	Puneet	Dubey
298	37172	Santosh	Waghmare
299	37176	Ramnath	Pannala
300	37203	Anjaneyulu	Pulijala
301	37222	PRADEEP CHAITANYA	JAYANTI
302	37279	Uma	Cherukuri
303	37331	Kishore	Gopinathan
304	37355	Abhishek	Chakraborty
305	37437	Nilesh	Surange
306	37484	Ravi Varma	Koppada
307	37549	Bhagyashri	Kulkarni
308	37579	Senthil Kumar	Ramachandran
309	37600	Shridhar	Priyadarshi
310	37622	Disha	Sunar
311	37655	Abhishek	Kathuria
312	37704	Suresh	Kolanu
313	37705	Rajesh	Gupta
314	37735	Vinod Kumar	Kondaparthi
315	37776	Neeraj	Gangadhara
316	37778	Binayak	Mishra
317	37921	Ravindra	Harane
318	38009	Venkataramana	Bharath
319	38014	SOMASEKHAR REDDY	GUREDDY
320	38125	Yogesh	Hadawale
321	38194	Avinash	Jain

	A	B	C
322	38338	SWATI	PAREEK
323	38373	Yugender	Kunduru
324	38389	Raju	Bojja
325	38436	Vidyasagar	Sirigireddy
326	38445	Hari	Mavidi
327	38651	RAMAKANT	KASAR
328	38851	Anju	Agrawal
329	38956	Purva	Sharma
330	38996	Narul	Gupta
331	39145	Nani	Bobbara
332	39167	Shivcharan	Kattekola
333	39197	Ravi	Sharma
334	39233	Amruta	Paranjpe
335	39254	Gopi Chand	Boddu
336	39258	Prashant	Atal
337	39285	Bapi Reddy	Manda
338	39294	Abhijit	Kulkarni
339	39523	Sriram	Thatikonda
340	39560	Prasenjit	Das
341	39568	Jagadeesh	Dayma
342	39576	Mubashir	Mohamed
343	39601	Naresh	Parasa
344	39701	Prabhat	Baral
345	39719	Ravi	Kakran
346	39763	Raja Suman	Dudam
347	39873	NAGA SARITHA	MOTAMARRI
348	39954	Karthik	Anumula
349	40044	Swapnil	Chavan
350	40074	Debarchan	Mohapatra
351	40081	Pramod	Amaravadi
352	40099	Itishree	Behera
353	40177	Jegadeesan	Sarva Chandrasekaran
354	40183	Kishore	Taragalla
355	40193	Brijesh	Kumar
356	40221	Manoj	Kulkarni
357	40425	ADITYA KALYAN	AYACHITULA
358	40514	Anagha	Dhere
359	40544	Sudha Mohan	Maddali
360	40624	Pradip	Patil
361	40738	Vasanthraj	dharanipathy
362	40740	Sambasivarao	Ravipati
363	40813	Karthikeyan	Damodharan
364	40819	Chandra Rao	Uppu
365	41236	Rohit	Tawade
366	41280	Abhaykumar	Galatage
367	41318	Yugandhar	Donthu

	A	B	C
368	41446	Preeti	Tripathi
369	41476	Anilraj	Rajappan
370	41672	AKHILESH	SINGH
371	41712	Subhash	Rangu
372	41742	Devesh	Bansal
373	41744	Nitin	Chauhan
374	41755	Harish	Nagarajan
375	41857	Amol	Patil
376	41860	Harinath	Khambham
377	41956	Suman	Papisetty
378	42016	Raghupathy	Vinayagam
379	42069	Rajas	Gokhale
380	42116	Pavan	Chebrolu
381	42118	Sujatha	Gaddam
382	42323	Venkatesh	Upadrista
383	42410	Dinesh	Dasaratharao
384	42438	Kamalakar	Karani
385	42501	Gautam	Trivedi
386	42558	Bhagyashri	Dharmadhikary
387	42568	Sachin Kochikar	Pai
388	42591	Sai Chandu	Talluri
389	42594	Vinodh	Nedumaran
390	42647	Sivaprasad	Chintam
391	42738	Gopal	Krishna
392	42748	Dinesh Kumar	Viswanathan Rajkumar
393	42751	Venkata	Nunna
394	42839	Kavitha	Kaleswaran
395	42853	Mona Kumar	Duraivelu
396	42855	Aditya	Joshi
397	42861	Prameela	Murugesan
398	42925	Pramod	Yadav
399	42950	Pradeep	Settipalli
400	42953	Anjit	Munnuru
401	42980	Faisal	Saudagar
402	43050	VIJAY	AHER
403	43057	SAHANA	MULLUR
404	43075	Daya	Tiwari
405	43076	Balajisudhakar	Subramani
406	43367	Satya Srikanth	Gopaluni
407	43437	Palanivelu	P
408	43473	Arvind	Savale
409	43555	Sumit	Khajuria
410	43704	Taraka Rama Satya	Manchem
411	43755	Satheesh	Mani
412	43783	Amol	Takalkar
413	43960	Gopal Krishnan	T

	A	B	C
414	43971	KULBHUSHAN	SHARMA
415	43994	Ravindera	Raaja
416	44068	Varun	Mathur
417	44123	Naveen	Jog
418	44134	Adarsh	Naidu
419	44135	Roshan	Verma
420	44183	Chitresh	Dhar
421	44240	Sharief	Chilakala
422	44287	Chaitanya	Poluri
423	44297	Amar	Wakharkar
424	44300	Venkata	Vakkalagedda
425	44311	Ramakrishna Raju	Jagadhabhi
426	44425	Lakshmi Teja	Vuppalapati
427	44456	Deepak	Sharma
428	44518	Shiva Kumar	Pala
429	44621	Damodara	Mummadi
430	44885	Amit Kumar	Paspunattu
431	44966	Rajshekhar	Upadhyay
432	44982	Himanshu	Ashar
433	45027	Rojan	Joseph
434	45192	Murali Krishna	Jampana
435	45298	SIBGATULLAH	HUSSAIN
436	45304	Nagaraju	Janakanoori
437	45339	INDUMATHI	MARIMUTHU
438	45418	Kishore	Kanduri
439	45578	Amit	Gaynar
440	45667	Nageswara Rao	Teki
441	45670	Anil	Sundar
442	45793	SUMADHUR DEEP	KOLUKULAPALLY
443	45920	Junaid Ahmed	Syed
444	46002	Gorav	Handa
445	46029	Soumya Surjeet	Mishra
446	46280	Sandeep	Nanda
447	46359	Suchitra	Rangaraj
448	46502	Ramakrishna	Beesu
449	46506	Varun	Sehdev
450	46633	Kumar	Sagar
451	46664	Sonali	Pahariya
452	46681	Sreepriya	Sahadevan
453	46701	Aditya	Siripurapu
454	46739	Darshan	Gandhi
455	46932	Senthil Kumar	Rajendran
456	47030	Ramesh	Nanjundaswamy
457	47158	Venkatakrishna	Nagabhairu
458	47237	Saravanakumar	Rajendran
459	47242	David	Jothidoss

	A	B	C
460	47295	Hema	Chandramohan
461	47300	Liju	Mathew
462	47308	Murali	Selvaganesan
463	47312	Geetha	Harinath
464	47375	Nishant	Sharma
465	47454	Rajapandian	Rajendran
466	47458	Raghuram	Shanmughasundaram
467	47492	Sapanesh	Gupta
468	47497	Chandrasekhar	Manyam
469	47704	Venkata Narayana	Dangeti
470	47845	Kunal	More
471	47853	Gajanan	Satone
472	47869	Ramakrishna	Kandipati
473	47944	Krishna	Manubolu
474	47955	Soumya	Bhaskarabhatta
475	47967	Madhukar Reddy	Peesu
476	47979	Sai	Rao
477	48019	Biswajeet	Roy
478	48057	Ritu	Singh
479	48062	Vanita	Kothari
480	48140	Akshay	Pal
481	48187	Anil Kumar	Munnangi
482	48193	Ashwini	Vuppala
483	48270	Raghuram	Raichooti
484	48275	Ananthi	Murugesan
485	48333	Amol	Bhonde
486	48336	Naresh	Bhabat
487	48359	Bijay	Tirkey
488	48385	Ankit	Tripathi
489	48388	Rajani	Telugu
490	48434	Raja	Ayyavu
491	48486	Rajesh	Pulikonda
492	48488	Nvss Madhavi	Mamidipalli
493	48557	Navaneetha Krishnan	Subramaniam
494	48570	Paresh	Chordiya
495	48575	Amit Kumar	Pandey
496	48610	Santhosh	Gandam
497	48720	Seema	Majukar
498	48740	Pradeep	Singh
499	48750	Musarath	Karamthullah
500	48828	Samdani	Shaik
501	48851	Farooque	Shaikh
502	48966	Samarth	Rathi
503	49042	Viplav	Singh
504	49134	Mohamed Anvar	Sithick
505	49178	Pranesh	Ragupathy

	A	B	C
506	49494	Dhirendra	Patil
507	49537	Ajay	Nidumolu
508	49585	Abdurrahman	Kunja
509	49770	Vinay	Machcha
510	49816	Amit	Kamble
511	49946	Swarupa	Lenekar
512	50178	Ashish	Dekate
513	50220	Ishank	Jain
514	50241	Vigneshwaran	Soora
515	50337	Mahesh	Dudigama
516	50388	Deepthi Krishna	Arangam
517	50432	Karthi	Rutiramurthy
518	50440	Bimal	Desai
519	50493	Arunkumar	Garige
520	50590	Neha	Joshi
521	50735	Arunkumar	Krishnasamy
522	50811	Nikhil	Sabnis
523	50830	Mahender Reddy	Kallem
524	50952	Vinitha	Yeravelli
525	50960	Mrinal	Jain
526	50979	Harish	Uppu
527	51036	Shashank	Vyas
528	51088	Aniket	Hardas
529	51120	Jagdeep	Narang
530	51148	Srivamsi	Natva
531	51297	Faizuddin	Shaik
532	51740	Swapna	Merugu
533	51763	Vineet	Jha
534	51764	Prakash	Kamat
535	52273	KAVITHA	BOKKA
536	52292	Chintak	Shah
537	52340	Sumit	Patil
538	52489	Parag	Jain
539	52602	Lalat	Samal
540	52953	Karuna	Poosarla
541	52985	Sivasankar	Jothilingam
542	53064	Abhinandhan Kishore	Chilamkuri
543	53169	Rajesh	Kakaraparthi
544	53343	Ritesh	Malhotra
545	53439	Venkateswara Rao	Patnayukuni
546	53468	Muralidhar	Vemani
547	53483	Karthikeyan	Thandayutham
548	53485	Rana Pratap	Kurumeti
549	53506	Abhijit	Saha
550	53537	Sanjay	Singh
551	53612	Ayyappa	Sunkara

	A	B	C
552	53796	Prasad	Kadwaikar
553	53802	Subhash	Chamala
554	53807	Akash	Jain
555	53866	Rama	Kammari
556	53871	Abhay	Gumaste
557	53995	Pritesh	Gehlot
558	54064	Nimesh	Shirke
559	54079	Tuhin	Joshi
560	54128	Manish	Goyal
561	54214	Vishnu	Munagapati
562	54394	Ashish	Mishra
563	54488	Chandrasekhar	Manchikanti
564	54492	Devarajulu	Calla
565	54597	MAHESH	KONDA
566	54673	STEPHEN	DSOUZA
567	54786	Sushil	Nikam
568	54851	Kranthi	Etooru
569	55055	Tejas	Kanade
570	55059	Rajakumar	Baddam
571	55097	Poornachandra	Kolvapally
572	55326	NIDHEESH	MUKUNDAN
573	55485	Suhas	Kale
574	55622	Chaubarga	Padhan
575	55666	Venkata	Surabi
576	55701	Mohamed Imran Rahamathulla	M
577	55720	Saurabh	Upadhyay
578	55780	Ravi	Jelluri
579	55826	Kushal	Raha
580	55866	Mohasin	Pinjari
581	56145	Mohammed	Arif
582	56404	Ramachandran	Murthy
583	56528	Rohit Varma	Jinka
584	56566	Laxmikant	Kendre
585	56703	Gaurav	Kumar
586	56950	HARITHA	VEMPATI
587	56993	Sumit	Kumar
588	56999	Manoj	Kumar
589	57016	Rajagopalan	Varatharajan
590	57152	Mayank	Kushwah
591	57993	Kasivalliappan	Annamalai
592	58718	Rahul	Sugandhi
593	58897	Abhishek	Gupta
594	59212	Ashish	Narayan
595	59620	Karthik	Kannaiah
596	59798	Md	Hoda
597	59926	Rajshekhar	Heremath

	A	B	C
598	60286	Debjit	Sinha
599	60486	Hrishikesh	Datar
600	60609	Pravin	Malode
601	60611	Kundan	Singh
602	61151	Sujit	Kumar
603	61245	Chandana	Prabandham
604	61279	Ankit	Shah
605	61374	Sharmistha	Dash
606	61526	Neeraj	Shrivastava
607	62207	Viswanath	Jonnalagadda
608	62422	Viplove	Gujrathi
609	62626	Rayeesh	Ansari
610	63080	LAKSHMI NARASIMHAN	PALAKKAD LAKSHMINARAYANAN
611	64187	Vivek	Natarajan
612	64309	Suresh	Gurrapu
613	66689	Anil	Malneni
614	67576	Ram Mohan	Hanumantha Rao
615	68204	Jahnvi	Ladani

EXHIBIT D
TO SETTLEMENT AGREEMENT

	A	B	C	D
1	Class 2			
2	EE ID	First Name	Last Name	Relationship
3	10855	Joji	Joseph	Employee
4	11130	Neel	Bawdekar	Child
5	11130	Sagar	Bawdekar	Employee
6	11130	Bhumika	Bawdekar	Spouse
7	11376	Omprakash	Chilla	Employee
8	11566	RAJASHEKAR	VALABOJU	Employee
9	11606	Shravani	Sardeshmukh	Child
10	11606	Mayuresh	Sardeshmukh	Employee
11	11606	Sheetal	Sardeshmukh	Spouse
12	11877	Roma	Punjabi	Employee
13	12911	Anand Kumar	Chittanuri	Employee
14	13345	Kavya	Navaneetha Krishnan	Child
15	13345	Vishak Hariharan	Navaneetha Krishnan	Child
16	13345	Navaneetha Krishnan	Koothapillai	Employee
17	13345	Aruna	Navaneetha Krishnan	Spouse
18	14882	Aghamarsh	Mogallur	Child
19	14882	Anjani	Mogallur	Child
20	14882	Venkateswarlu	Mogallur	Employee
21	14882	Vijayasree	Gudladona	Spouse
22	15238	Pallasena	Parameswaran	Employee
23	15585	Kunaal	Sood	Child
24	15585	Siddhartha	Sood	Employee
25	15585	Ragini	Sood	Spouse
26	15609	EKLAVYA	SHARMA	Child
27	15609	AMIT	SHARMA	Employee
28	15609	KHUSHBOO	SHARMA	Spouse
29	15624	Anirudh	Venkatesh	Child
30	15624	Venkatesh	Kothandaraman	Employee
31	15624	Akilandeswari	Rajasekaran	Spouse
32	15922	Nayeemuddin	Mohammed	Employee
33	15964	Ananya	Yerramilli	Child
34	15964	Venkat	Yeramilli	Employee
35	15964	Srikameswari	Achanta	Spouse
36	16124	Bhanu	Manchikanti	Employee
37	16168	Prashant	Kawalkar	Employee
38	16924	MURARI	JHA	Employee
39	17398	Mohammed	Mateen	Employee
40	17662	Aashvi	Singh	Child
41	17662	Sandeep	Singh	Employee
42	17662	Ruhi	Singh	Spouse
43	17689	Partha	Pritam	Employee
44	17877	Raja	Karunanidhi	Employee
45	17937	MEENAKSHI	DEVARAKONDA	Child

	A	B	C	D
46	17937	RAMAKANTH	DEVARAKONDA	Employee
47	17937	ANURADHA	DEVARAKONDA	Spouse
48	21725	Sudhakar	Packiamuthu	Employee
49	21876	ASHISH	GUPTA	Employee
50	22023	Ananya	Bedudha	Child
51	22023	Vijay	Beduda	Employee
52	22023	Archana	Uppala	Spouse
53	23181	Srinivas	Anaparthi	Employee
54	23539	Vishal	Maru	Employee
55	23539	HIRAL	MARU	Spouse
56	23734	Rajashri	Thakurdas	Employee
57	23754	Tanish	Dangi	Child
58	23754	Santosh	Dangi	Employee
59	23754	Rekha	Dangi	Spouse
60	23927	Dheeraj Reddy	Chokkula	Child
61	23927	NAVEEN	CHOKKULA	Employee
62	23927	Narmada	Kollampally	Spouse
63	24219	Karishma	Shaik	Child
64	24219	Muzammil	Shaik	Child
65	24219	FIROZ	SHAIK	Employee
66	24219	AnishaSulthana	Mayana	Spouse
67	24273	Mahathi	Somavarapu	Child
68	24273	Sireesha	Bobba	Employee
69	24273	Ranganath	Somavarapu	Spouse
70	24671	Kartikeya	Chintalapati	Child
71	24671	Manasvini	Chintalapati	Child
72	24671	Seshadri	Chintalapati	Employee
73	24671	Naga Swathi	Chintalapati	Spouse
74	24839	Adhiraj	Kale	Child
75	24839	Abhinav	Kale	Employee
76	24839	Geetanjali	Kale	Spouse
77	24977	SWAGAT	PATANKAR	Employee
78	24977	Rashmi	Patankar	Spouse
79	25741	Anay	lavatre	Child
80	25741	Anvi	lavatre	Child
81	25741	Paavani	Lavatre	Child
82	25741	Vishal	Lavatre	Employee
83	25741	Priyanka	Lavatre	Spouse
84	25939	DEBBINE	MATHINI	Child
85	25939	DELPHINE	YALINI	Child
86	25939	JOSE KENNEDY	XAVIER	Employee
87	25939	JERALDIN SHYAMALA	ALPHONSE RAJA	Spouse
88	26304	Moksh	Shrivastava	Child
89	26304	Atul	Shrivastava	Employee
90	26304	Sweta	Shrivastava	Spouse
91	26774	Lloyd	Gracias	Employee

	A	B	C	D
92	26774	Nishita	Periera	Spouse
93	27040	Bhanu Prakash	Pitchuka	Employee
94	27438	Dhanish Preetam	Manukonda	Child
95	27438	Venkata	Manukonda	Employee
96	27438	Lavanya	Chalamalasetti	Spouse
97	27524	Ankit	Mishra	Employee
98	27524	Shachi	Mishra	Spouse
99	27928	Raghavendra	Pattikonda	Employee
100	27928	Niveditha	Kamatam	Spouse
101	27938	Harikrishna	Pulla	Employee
102	27963	Anupama	Gogu	Employee
103	28139	RAVI	KAILA	Employee
104	28160	Debashish	Khuntia	Employee
105	28243	Ashish	Mishra	Employee
106	28466	Helen	Christy	Employee
107	28526	PRADEEP	MANDE	Employee
108	29387	Suhani	Kashyap	Child
109	29387	Yashika	Kashyap	Child
110	29387	Sunil	Kashyap	Employee
111	29387	Shalini	Kashyap	Spouse
112	29391	Sachin	Kanchan	Employee
113	30064	Aditya	Medikondur	Employee
114	30115	Manvee	Goel	Employee
115	30234	KUSHANU	BHATTACHARYA	Child
116	30234	MAHIMA	BHATTACHARYA	Child
117	30234	Pranav	Bhattacharya	Employee
118	30234	SUSMITA	BHATTACHARYA	Spouse
119	30650	Venkata	Kalaga	Employee
120	30863	Adwait	Joshi	Employee
121	30897	MADHAVI	LIMBEKAR	Employee
122	31050	Sanavi Nilesh	Charpe	Child
123	31050	Nilesh	Charpe	Employee
124	31050	Amruta	Kale	Spouse
125	31806	Aaradhya	Ramugade	Child
126	31806	Arvind	Ramugade	Employee
127	31806	Pratiksha	Ramugade	Spouse
128	31913	Roque	Francis	Employee
129	32333	Shriya Rahul	Kashikar	Child
130	32333	Rahul	Kashikar	Employee
131	32333	Priyanka Ramesh	Bhute	Spouse
132	32371	Mrinmayee	Dange	Employee
133	33177	Priyanka	Kadle	Employee
134	34110	Eashan	Palle	Child
135	34110	Ravi	Palle	Employee
136	34110	Uma Rani	Palle	Spouse
137	34480	Venkata Sai Ananya	Navuluri	Child

	A	B	C	D
138	34480	Venkata Sai Nitya	Navuluri	Child
139	34480	Shoba	Mynampati	Employee
140	34480	Venkata Pavan Kumar	Navuluri	Spouse
141	34778	Rahul	Sawant	Employee
142	34778	Sunita	Sharma	Spouse
143	35054	RAJA	KESARI	Employee
144	35204	Chirag	Shah	Employee
145	35739	Gopalakrishnan	Balakrishnan	Employee
146	36124	Ravi	Arayasomayajula	Employee
147	36134	Nithil	Siva Subramanian	Child
148	36134	Siva	Subramanian	Employee
149	36134	Nalini	Subramanian	Spouse
150	37203	Pragnay	Pulijala	Child
151	37203	Tanisi	Pulijala	Child
152	37203	Anjaneyulu	Pulijala	Employee
153	37203	Shirisha	Pulijala	Spouse
154	37735	Shamsritha	Kondaparthi	Child
155	37735	Vinod Kumar	Kondaparthi	Employee
156	37735	Jagath Sravanthi	Kondaparthi	Spouse
157	38014	SOMASEKHAR REDDY	GUREDDY	Employee
158	38445	Hari	Mavidi	Employee
159	38445	Kalyani	Anegondi	Spouse
160	38851	Anju	Agrawal	Employee
161	38956	Purva	Sharma	Employee
162	39145	Abhinav	Bobbara	Child
163	39145	Nani	Bobbara	Employee
164	39145	Lakshmi Sameera	Bobbara	Spouse
165	39560	Anwasha	Das	Child
166	39560	Prasenjit	Das	Employee
167	39560	Soma	Das	Spouse
168	39763	Saanvi	Dudam	Child
169	39763	Raja Suman	Dudam	Employee
170	39763	Prashanthi	Dudam	Spouse
171	40221	Manoj	Kulkarni	Employee
172	40221	Shalaka	Kulkarni	Spouse
173	40514	Anagha	Dhere	Employee
174	40738	Vasanthraj	dharanipathy	Employee
175	41236	Rohit	Tawade	Employee
176	41672	AKHILESH	SINGH	Employee
177	41742	Debsndh	Bansal	Child
178	41742	Devesh	Bansal	Employee
179	41742	Kriti	Bansal	Spouse
180	41755	Ananya	Harish	Child
181	41755	Anirudh	Harish	Child
182	41755	Harish	Nagarajan	Employee
183	41755	Anusha	Sankaranarayanan	Spouse

	A	B	C	D
184	41857	Shrish	Patil	Child
185	41857	Tanisha	Patil	Child
186	41857	Amol	Patil	Employee
187	41857	Surekha	Patil	Spouse
188	42016	Raghupathy	Vinayagam	Employee
189	42118	Sujatha	Gaddam	Employee
190	42323	Lakshmi Anjali	Upadrasta	Child
191	42323	Lakshmi Sanjana	Upadrasta	Child
192	42323	Venkatesh	Upadrasta	Employee
193	42323	Pappu	Vineela	Spouse
194	42738	Gopal	Krishna	Employee
195	42738	Moni	Kumari	Spouse
196	42861	Prameela	Murugesan	Employee
197	42925	Tamanna	LNU	Child
198	42925	Pramod	Yadav	Employee
199	42925	Yogita	Yadav	Spouse
200	42950	Pradeep	Settipalli	Employee
201	42980	Bilal	Saudagar	Child
202	42980	Munazza	Saudagar	Child
203	42980	Faisal	Saudagar	Employee
204	42980	Naheed	Saudagar	Spouse
205	43050	VIJAY	AHER	Employee
206	43057	SAHANA	MULLUR	Employee
207	43075	Dhruv	Tiwari	Child
208	43075	Shivang	Tiwari	Child
209	43075	Daya	Tiwari	Employee
210	43075	Archana	Tiwari	Spouse
211	43437	Palanivelu	P	Employee
212	43555	Sumit	Khajuria	Employee
213	43783	Anmay	Takalkar	Child
214	43783	Amol	Takalkar	Employee
215	43783	Sarika	Takalkar	Spouse
216	44123	Ira	Jog	Child
217	44123	Naveen	Jog	Employee
218	44123	Manasi	Kale	Spouse
219	44134	Ira	Naidu	Child
220	44134	Adarsh	Naidu	Employee
221	44134	Neha	Naidu	Spouse
222	44297	Amar	Wakharkar	Employee
223	44311	Ramakrishna Raju	Jagadhabhi	Employee
224	44456	Deepak	Sharma	Employee
225	44518	Sathvik	Pala	Child
226	44518	Shiva Kumar	Pala	Employee
227	44518	Sasi Vara	Pala	Spouse
228	44885	Amit Kumar	Paspunattu	Employee
229	45298	SIBGATULLAH	HUSSAIN	Employee

	A	B	C	D
230	45670	Anil	Sundar	Employee
231	45920	Aahil Abdullah Ahmed	Syed	Child
232	45920	Junaid Ahmed	Syed	Employee
233	45920	FNU	Saleha Sultana	Spouse
234	46681	Sreepriya	Sahadevan	Employee
235	46932	Senthil Kumar	Rajendran	Employee
236	47158	Sri	Keerthana	Child
237	47158	Heram	Nagabhairu	Child
238	47158	Venkatakrishna	Nagabhairu	Employee
239	47158	Deepa	Nagabhairu	Spouse
240	47242	David	Jothidoss	Employee
241	48019	Biswajeet	Roy	Employee
242	48275	Ananthi	Murugesan	Employee
243	48486	Akshith	Pulikonda	Child
244	48486	Sahith	Pulikonda	Child
245	48486	Rajesh	Pulikonda	Employee
246	48486	Sravanthi	Pulikonda	Spouse
247	48488	Nvss Madhavi	Mamidipalli	Employee
248	48610	Khushi	Gandam	Child
249	48610	Santhosh	Gandam	Employee
250	48610	Sandhya	Gandam	Spouse
251	48720	Seema	Majukar	Employee
252	48966	Shivansh	Rathi	Child
253	48966	Samarth	Rathi	Employee
254	48966	Shruti	Rathi	Spouse
255	49042	Viplav	Singh	Employee
256	49178	Sahetra Manga	Pranesh	Child
257	49178	Pranesh	Ragupathy	Employee
258	49178	Priyadharshini	Thimma Vitoba	Spouse
259	49770	Vinay	Machcha	Employee
260	50220	Ishank	Jain	Employee
261	50388	Deepthi Krishna	Arangam	Employee
262	50590	Neha	Joshi	Employee
263	50979	Harish	Uppu	Employee
264	51740	Swapna	Merugu	Employee
265	52273	ANUSHREE REDDY	GUTHA	Child
266	52273	KAVITHA	BOKKA	Employee
267	52273	RAM REDDY	GUTHA	Spouse
268	53483	Karthikeyan	Thandayutham	Employee
269	53537	Sanjay	Singh	Employee
270	53807	Akash	Jain	Employee
271	53807	Vanita Balchand	Mandhan	Spouse
272	53871	Abhay	Gumaste	Employee
273	54079	AARNAV	JOSHI	Child
274	54079	Tuhin	Joshi	Employee
275	54079	ROMA	PUNJABI	Spouse

	A	B	C	D
276	54488	Chandrasekhar	Manchikanti	Employee
277	55666	Abhinav Surya	Surabi	Child
278	55666	Venkata	Surabi	Employee
279	55666	Lakshmi	Surabi	Spouse
280	55720	Saurabh	Upadhyay	Employee
281	55720	Vinita	Upadhyay	Spouse
282	56528	Venkata Harshith	Jinka	Child
283	56528	Rohit Varma	Jinka	Employee
284	56528	Bhavani	Singari	Spouse
285	56703	Gaurav	Kumar	Employee
286	58718	Rahul	Sugandhi	Employee
287	59212	Aashna	Narayen	Child
288	59212	Ashish	Narayen	Employee
289	59212	Vaishali	Narayen	Spouse
290	59926	Rajshekhar	Heremath	Employee
291	59926	Renuka	Heremath	Spouse
292	60486	Hrishikesh	Datar	Employee
293	61374	Risha	Das	Child
294	61374	Sharmistha	Dash	Employee
295	61374	Sangram	Das	Spouse
296	64187	Vivek	Natarajan	Employee
297	64187	Prameena Devi	Prabhakaran	Spouse

EXHIBIT E
TO SETTLEMENT AGREEMENT

	A	B	C	D
1	Class 3			
2	EE ID	First Name	Last Name	Relationship
3	13345	Kavya	Navaneetha Krishnan	Child
4	13345	Vishak Hariharan	Navaneetha Krishnan	Child
5	13345	Navaneetha Krishnan	Koothapillai	Employee
6	13345	Aruna	Navaneetha Krishnan	Spouse
7	30234	KUSHANU	BHATTACHARYA	Child
8	30234	MAHIMA	BHATTACHARYA	Child
9	30234	Pranav	Bhattacharya	Employee
10	30234	SUSMITA	BHATTACHARYA	Spouse